BRUHAT BANGALORE MAHANAGARA PALIKE

TENDER DOCUMENT (KW-2)

Providing Street Name Boards in ward No 04 of Yelahanka Satellite Town Sub Division

Estimation Cost 50.00 Lakhs

BRUHAT BANGALORE MAHANAGARA PALIKE

Office of the Executive Engineer

Yelahanka Division

CMC Road,
Yelahanka old town Bangalore - 560064

Telephones:..... Fax: .....

TENDERS FOR THE WORK OF

Providing Street Name Boards in ward No 04 of Yelahanka Satellite Town Sub Division.

TENDER REFERENCE / NOTIFICATION No.	: BBMP/EE/YNK.D/E-PMT/05/2021-22
PERIOD OF SALE OF TENDER DOCUMENT	: From:12/08/2021 To: 01/09/2021
LAST DATE FOR SALE OF TENDER DOCUMENT	: 01/09/2021
LAST DATE AND TIME FOR RECEIPT OF TENDERS	: 01/09/2021 16:00 Hrs
TIME AND DATE OF OPENING OF TENDERS	: 02/09/2021 16:00 Hrs
PLACE OF OPENING OF TENDERS	: Yelahanka Division, BBMP
ADDRESS FOR COMMUNICATION	: CMC Road, Yelahanka old town, Bangalore - 560064

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Contents

Section No.	Description	Page
1	INVITATION FOR TENDERS (IFT)	3
2	INSTRUCTIONS TO TENDERERS (ITT)	4
3.	FORM OF TENDER AND QUALIFICATION INFORMATION	12
4.	CONDITIONS OF CONTRACT (CC)	18
5	CONTRACT DATA	28
6	SPECIFICATIONS	30
7	DRAWINGS	31
8.	BILL OF QUANTITIES	32
9	FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT	33

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Mahanagara Palike

SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)

Table of Clauses

		Page No.
A.	**General**	
1.	Scope of Tender	5
2.	Eligible Tenderers	5
3.	Qualification of Tenderer	5
B.	**Tender Documents**	
4.	Content of Tender documents	6
5.	Amendment of Tender documents	6
C.	**Preparation of Tenders**	
6.	Documents comprising the Tender	6
7.	Tender prices	6
8.	Tender validity	7
9.	Earnest money deposit	7
10.	Format and signing of Tender	7
D.	**Submission of Tenders**	
11	Sealing and marking of Tenders	8
12	Deadline for submission of Tenders	8
13	Late Tenders	8
14	Modification and Withdrawal of Tenders	8
E.	**Tender opening and evaluation**	
15.	Tender opening	8
16.	Process to be confidential	9
17.	Clarification of Tenders	9
18.	Examination of Tenders and determination of responsiveness	9
19.	Correction of errors	10
20.	Evaluation and comparison of Tenders	10
F.	**Award of contract**	
21.	Award criteria	10
22	Employer's right to accept any Tender and to reject any or all Tenders	10
23.	Notification of award and signing of Agreement	10
24.	Security deposit	11
25.	Corrupt or Fraudulent practices	11

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Table of Clauses

		Page No.
A.	**General**	
1.	Scope of Tender	5
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5.	Amendment of Tender documents	6
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7.	Tender prices	6
8.	Tender validity	7
9.	Earnest money deposit	7
10.	Format and signing of Tender	7
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13	Late Tenders	8
14	Modification and Withdrawal of Tenders	8
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19.	Correction of errors	10
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Table of Clauses

		Page No.
A.	**General**	
1.	Scope of Tender	5
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4.	Content of Tender documents	6
5.	Amendment of Tender documents	6
C.	**Preparation of Tenders**	
6.	Documents comprising the Tender	6
7.	Tender prices	6
8.	Tender validity	7
9.	Earnest money deposit	7
10.	Format and signing of Tender	7
D.	**Submission of Tenders**	
11	Sealing and marking of Tenders	8
12	Deadline for submission of Tenders	8
13	Late Tenders	8
14	Modification and Withdrawal of Tenders	8
E.	**Tender opening and evaluation**	
15.	Tender opening	8
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17.	Clarification of Tenders	9
18.	Examination of Tenders and determination of responsiveness	9
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20.	Evaluation and comparison of Tenders	10
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Note: *The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Employer in charge, not below the rank of an Executive Engineer or equivalent.*

3.4 Even though the tenderers meet the above criteria, they are subject to be disqualified if they have:

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
- participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

B. Tender documents

4. Content of Tender documents

4.1 The set of tender documents shall have all the Sections given in Page 2.
4.2 Both the sets should be completed and returned with the tender.

5. Amendment of Tender documents

5.1 Before the deadline for submission of tenders, the Employer may modify the tender documents by issuing addenda.
5.2 Any addendum thus issued shall be part of the tender documents and shall be communicated in writing or by cable to all the purchasers of the tender documents.
5.3 To give prospective tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend as necessary the deadline for submission of tenders, in accordance with Sub-Clause 12.2 below.

C. Preparation of Tenders

6. Documents comprising the Tender

6.1 The tender submitted by the Tenderer shall comprise the following:
(a) The Tender (in the format indicated in Section 3).
(b) Earnest Money Deposit;
(c) Priced Bill of Quantities;
(d) Qualification Information Form and Documents;
and any other materials required to be completed and submitted by tenderers in accordance with these instructions. **The documents listed under Sections 3, 5 and 8 shall be filled in without exception.**

7. Tender prices

7.1 The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Tenderer.
7.2 The Tenderer shall fill in rates and prices and line item total (both in figures and words) for all items of the Works described in the Bill of Quantities along with total tender price (both in figures and words). *Items for which no rate or price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.* Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.

extended pursuant to Clause 8.2 may result in the forfeiture of the earnest money deposit pursuant to Clause 9.

14.5 Tenderers may only offer discounts to, or otherwise modify the prices of their Tenders by submitting Tender modifications in accordance with this clause, or included in the original Tender submission.

E. Tender opening and evaluation

15. Tender opening

15.1 The Employer will open all the Tenders received (except those received late), including modifications made pursuant to Clause 14, in the presence of the Tenderers or their representatives who choose to attend at ..... hours on the date and the place specified in Clause 12. In the event of the specified date of Tender opening being declared a holiday for the Employer, the Tenders will be opened at the appointed time and location on the next working day.

15.2 Envelopes marked **"WITHDRAWAL"** shall be opened and read out first. Tenders for which an acceptable notice of withdrawal has been submitted pursuant to Clause 14 shall not be opened. Subsequently all envelopes marked **"MODIFICATION"** shall be opened and the submissions therein read out in appropriate detail.

15.3 The Tenderers' names, the Tender prices, the total amount of each Tender, any discounts, Tender modifications and withdrawals, the presence or absence of Tender security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No Tender shall be rejected at Tender opening except for the late Tenders pursuant to Clause 13. Tenders [and modifications] sent pursuant to Clause 14 that are not opened and read out at Tender opening will not be considered for further evaluation regardless of circumstances. Late and withdrawn Tenders will be returned un-opened to Tenderers.

15.4 The Employer shall prepare minutes of the Tender opening, including the information disclosed to those present in accordance with Sub-Clause 15.3.

16. Process to be confidential

16.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's processing of Tenders or award decisions may result in the rejection of his Tender.

17. Clarification of Tenders

17.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with Clause 19.

17.2 Subject to sub-clause 17.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.

17.3 Any effort by the Tenderer to influence the Employer in the Employer's Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers' Tender.

18. Examination of Tenders and determination of responsiveness

Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

23. Notification of award and signing of Agreement

23.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the *Conditions of Contract* called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

23.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause 24.

23.3 The Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be kept ready for signature of the successful Tenderer in the office of Employer within 30 days following the notification of award along with the Letter of Acceptance. Within 20 days of receipt, the successful Tenderer will sign the Agreement and deliver it to the Employer.

23.4 Upon the furnishing by the successful Tenderer of the Security deposit, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

24. Security deposit

24.1 Within 21 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Security deposit in any of the forms given below for an amount equivalent to 5% of the Contract price :

- Cash or
- Banker's cheque/Demand draft,/Pay Order in favour of ..... payable at .....or
- Specified Small Savings Instruments pledged to .....

24.2 The security deposit if furnished in cash or demand draft can, if requested, be converted to interest bearing securities at the cost of the contractor.

24.3 Failure of the successful Tenderer to comply with the requirements of Sub-Clause 24.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the earnest money deposit.

25. Corrupt or Fraudulent practices

25.1 The BBMP requires that the Tenderers/Suppliers/Contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, BBMP :

(a) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a BBMP contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK/BBMP contract.

25.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 43.2 of the Conditions of Contract.

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Form of Tender

Description of the Works: Providing Street Name Boards in ward No 04 of Yelahanka Satellite Town Sub Division *(To be filled in by the Employer before issue of the Tender document)*

Tender

To : Executive Engineer (.....)
Address : CMC Road,
Yelahanka old town,
Bangalore - 560064

.....

(To be filled in by the Employer before issue of the Tender document)

GENTLEMEN,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of 50.00 lakhs (Rupees Fifty Lakhs Only) *[in letters]*.
(To be filled in by the Tenderer, together with his particulars and date of submission at the bottom of the Form of Tender)

This Tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Tender you receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We hereby confirm that this Tender complies with the Tender validity and Earnest money deposit required by the Tender documents.

We attach herewith our current income-tax clearance certificate.

Yours faithfully,

Authorized Signature:

Name & Title of Signatory:

Name of Tenderer _____
Address: .....
.....
.....

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Agreement Form

Agreement

This agreement, made the ..... day of .....20....., between.....*[name and address of Employer]* (hereinafter called "the Employer") of the one part and .....*[name and address of contractor]* (hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor execute .....

.....

[name and identification number of Contract] (hereinafter called "the Works") and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a contract price of Rupees .....

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
   - i) Letter of Acceptance;
   - ii) Notice to proceed with the works;
   - iii) Contractor's Tender;
   - iv) Contract Data;
   - v) Conditions of contract (including Special Conditions of Contract);
   - vi) Specifications;
   - vii) Drawings;
   - viii) Bill of Quantities; and
   - ix) Any other document listed in the Contract Data as forming part of the contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of .....
was hereunto affixed in the presence of:
Signed, Sealed and Delivered by the said .....

In the presence of:
Binding Signature of Employer .....

Binding Signature of Contractor .....

45. Release from performance 26
F Special Conditions of Contract 27

Conditions of Contract

A. General

1. Definitions

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Bold letters are used to identify defined terms.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Tender.
Compensation events are those defined in Clause 34 hereunder.
The **Completion Date** is the date of completion of the Works as certified by the Employer in accordance with Sub Clause38.1.
The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.3 below.
The **Contract Data** defines the documents and other information which comprise the Contract.
The **Contractor** is a person or corporate body whose Tender to carry out the Works has been accepted by the Employer.
The **Contractor's Tender** is the completed Tender document submitted by the Contractor to the Employer.
The **Contract price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
Days are calendar days; **months** are calendar months.
A **Defect** is any part of the Works not completed in accordance with the Contract.
The **Defects liability period** is the period named in the Contract Data and calculated from the Completion Date.
The **Employer** is the party who will employ the Contractor to carry out the Works.
Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
The **Initial Contract price** is the Contract Price listed in the Employer's Letter of Acceptance.
The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an extension of time.
Materials are all supplies, including consumables, used by the contractor for incorporation in the Works.
Plant is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.
The **Site** is the area defined as such in the Contract Data.
Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.
The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.
A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.
A **Variation** is an instruction given by the Employer which varies the Works.
The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Employer's risks

11.1 The Employer is responsible for the excepted risks which are (a) in so far as rebellion, riot commotion or disorder or (b) a cause due solely to the design of the Works, other than the Contractor's design.

12. Contractor's risks

12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

13. Queries about the Contract Data

13.1 The Employer will clarify queries on the Contract Data.

14. Contractor to construct the Works

14.1 The Contractor shall construct the Works in accordance with the Specification and Drawings.

15. The Works to be completed by the Intended Completion Date

15.1 The Contractor may commence execution of the Works on the Start Date and complete them by the Intended Completion Date.

16. Safety

16.1 The Contractor shall be responsible for the safety of all activities on the Site.

17. Discoveries

17.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Employer of such discoveries and carry out the Employer's instructions for dealing with them.

18. Possession of the Site

18.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

19. Access to the Site

19.1 The Contractor shall allow the Employer and any person authorized by the Employer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

20. Instructions

20.1 The Contractor shall carry out all instructions of the Employer which comply with the applicable laws where the Site is located.

own forecast. The Employer will assume that the Contractor will react competently and promptly to the event.

34.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Employer.

35. Tax

35.1 The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other taxes that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

36. Liquidated damages

36.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

36.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment of bill.

37. Cost of repairs

37.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

38. Completion

38.1 The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed.

39. Taking over

39.1 The Employer shall take over the Site and the Works within seven days of issuing a certificate of Completion.

40. Final account

40.1 The Contractor shall supply to the Employer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 90 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer shall issue within 90 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the amount payable to the Contractor and make payment within 60 days of receiving the Contractor's revised account.

41. As built drawings

41.1 If "as built" Drawings (completion drawings) are required, the Contractor shall supply them by the dates stated in the Contract Data.

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44. Property

44.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor's default.

45. Release from performance

45.1 If the Contract is frustrated by any event entirely outside the control of either the Employer or the Contractor the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

F. Special Conditions of Contract

1. **Labour :**

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Employer may require.

2. **Compliance with labour regulations :**

During continuance of the contract, the Contractor and his sub contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, Employer shall have the right to deduct any money due to the Contractor including his amount of security deposit. The Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

3. **Protection of Environment:**

The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that

SECTION 5: CONTRACT DATA

Items marked "N/A" do not apply in this Contract.

The following documents are also part of the Contract:	**Clause Reference**
The Employer is :	
Name: The Commissioner	[1.1]
Address: Bruhat Bangalore Mahanagara Palike N.R.Square, Bangalore - 560072	
Name of authorized Representative: Executive Engineer (Yelahanka Div)	
The name and identification number of the Contract is ..... [insert name and number as indicated in the Invitation for Tenders].	[1.1]
The Works consist of ..... [brief summary, including relationship to other contracts under the Project].	
The start date shall be the date of issue of notice to proceed with the work.	[1.1]
The Intended Completion Date for the whole of the Works is .....[1]	[15, 22]
The following documents also form part of the Contract:	[2.2]
The Site Possession Date is[2]:	[18]
The Site is located at ..... and is defined in drawings nos.....	[1.1]
The Defects Liability Period is _____ days[3].	[27]
The liquidated damages for the whole of the works are Rs..... (amount) per day	[36]

[1] At the time of preparation of the tender document give he period required for completion of work. When the Agreement is drawn after award of contract the dates can be put in.

[2] At the time of preparation of the tender document give the period after the issue of work order, when the site would be made available to the contractor, for example 'one week after the issue of work order'

[3] The period should depend upon the period required for testing of the work. In case of building it could be 12 months (passing of one rainy season); for pipe laying work, tanks, water retaining structures, the time required for testing; for canals, lining works, the passing of one monsoon or running of canal whichever is lower; roads and highways passing of one monsoon (12 months)

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SECTION 7: DRAWINGS

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SECTION 8: BILL OF QUANTITIES
(Enclosed separately)

Bruhat Bangalore Mahanagara Palike
Executive Engineer Yelahanka Division

Schedule B

Providing Street Name Boards in ward No 04 of Yelahanka Satellite Town Sub Division.

SL. No.	Description Of Work	Unit	Quantity	Rate	Amount
1	Supply and fixing of Retro Reflective Single Arrow Road Name Signboard of size 1600mm x 900mm made out of retro reflective sheeting conforming to Type XI standards of ASTM 0 4956- 09 & as per IRC 67-2012 for full back ground of blue colour & white letters and fixed over 4 mm thick Aluminium Composite Material sheet having minimum 0.5 mm thick Aluminium skin on both sides with back side painted grey colour and fixed over back support frame SS angle of 15mm x 20mm x 1.2mm, supported by 38mm OD stainless steel pipe all round in 304 grade and 2 nos of vertical posts of 50 mm 00 stainless steel pipe of 202 grade firmly fixed to the ground by means of properly designed foundation of size 450mm x 450mm x 600mm in 1:1.5:3 ratio cement concrete. The background shall be blue in color with letters and border in white, the item includes earthwork excavation, cost of all materials, loading, unloading, lead, lift, transportation etc., complete. as per direction of engineer incharge of work clause 6.9 of IRC 67-2012 for Type XI retro reflective sheeting from the sheeting manufacturer & a certified copy of test reports from an independent test laboratory conforming to clause 6.7 of IRC 67-2012 including outdoor weather exposure report for the retro reflective sheeting offered shall be submitted by the contractor for technical qualification in the tender.	Sq m	269.28		

2	Supply and fixing of Retro Reflective Single arrow road name sign board of size 2000mm x 900mm made out of retro reflective sheeting conforming to Type XI standards of ASTM D 4956 - 09 & as per IRC 67-2012 for full back ground of blue colour & white letters and fixed over 4 mm thick Aluminium Composite Material sheet having minimum 0.5 mm thick Aluminium skin on both sides with back side painted grey colour and fixed over back support frame SS angle of 15mm x 20mm x 1.2mm, supported by 38mm OD stainless steel pipe all round in 304 grade and 2 nos of vertical posts of 50 mm 00 stainless steel pipe of 202 grade firmly fixed to the ground by means of properly designed foundation of size 450mm x 450mm x 600mm in 1:1.5:3 ratio cement concrete. The background shall be blue in color with letters and border in white, the item includes earthwork excavation, cost of all materials, loading, unloading, lead, lift, transportation etc., complete. as per clause 6.9 of IRC 67-2012 for Type XI retro reflective sheeting from the sheeting manufacturer & a certified copy of test reports from an independent test laboratory conforming to clause 6.7 of IRC 67-2012 including outdoor weather exposure report for the retro reflective sheeting offered shall be submitted by the contractor for technical qualification in the tender.	Sq m`	39.60		

Note:

(1) Item for which no rate or price has been entered in will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities (refer: ITB Clause 7.2 and CC Clause 33.2).

(2) Unit rates and prices shall be quoted by the Tenderer in Indian Rupees.

(3) Where there is a discrepancy between the rate in figures and words, the lower of the two will govern. [ITB Clause 19.1(a)]

(4) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern [ITB Clause 19.1 (b)]

SECTION 9: FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

To: The Commissioner
Bruhat Bangalore Mahanagara Palike
N.R. Square, Bangalore - 560002

WHEREAS _____ *[name and address of Contractor]* (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ *[name of Contract and brief description of Works]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs._____ *[amount of guarantee]* [7]_Rupees_____*[in words]*, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ *[amount of guarantee]*[8] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 30 days from the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor _____
Name of Bank _____
Address _____
Date _____

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[7] An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract

[8] An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract.

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